

TABLE OF CONTENTS

Section 1 - The Schedule

- Schedule of Supplies/Services, Block 20
- Attachment 1: Scope of Work
- Attachment 2: Packing Specifications
- Attachment 3: Government Furnished Property

SECTION 1 - THE SCHEDULE
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SHIPPING/PACKING SERVICES

1.PERFORMANCE WORK STATEMENT

For each year of the contract, the U.S. Government guarantees a minimum order of RM 5,000. The maximum amount of shipping/packing services each year of this contract will not exceed RM 100,000

2. PERIOD OF PERFORMANCE

The contract will be for a three months (April 1 through June 30, 2013) from the date of the contract award.

1. PRICING.

The rates below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work.

PRICES

(A) HANDLING SERVICES - Diplomatic Cargo/Pouch/DPO

	TYPE OF SERVICES	UNIT OF MEASURE (GROSS WEIGHT)	RATE PER UNIT	ESTIMATED QUANTITY (GROSS WEIGHT)	ESTIMATED TOTAL AMOUNT
(1)	Outgoing Diplomatic Pouch (Below 49 kg)				
(2)	Outgoing Diplomatic Pouch (50 kg and above)	1 Kg		8,000 kg	
(3)	Incoming Diplomatic Pouch (Below 49 kg)				
(4)	Incoming Diplomatic Pouch (50 kg and above)	1 kg		10,000 kg	

(B) FREIGHT (OUTGOING DIPLOMATIC POUCH)

	TYPE OF SERVICES	UNIT OF MEASURE (GROSS WEIGHT)	RATE PER UNIT	ESTIMATED QUANTITY (GROSS WEIGHT)	ESTIMATED TOTAL AMOUNT
(1)	Singapore	1 kg		3,000 kg	
(2)	Bangkok	1 kg		400 kg	
(3)	Jakarta	1 kg		400 kg	
(4)	Manila	1 kg		100 kg	
(5)	Bandar Seri Begawan	1 kg		100 kg	
(6)	Ho Chi Minh City	1 kg		100 kg	
(7)	Washington D.C.	1 kg		4,000 kg	

TOTAL

RM _____

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by the Government in writing in advance.

2. ORDERS.

All requests for shipments or performance of individual jobs under this contract shall be issued via an order placed by the Contracting Officer. This task order will contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Name of person placing order
- (f) Itemized list of shipment and services furnished
- (g) Quantity, unit price, and total price of each item or service, less applicable discounts

Orders may be placed orally initially, but must be followed up in writing within 48 hours via issuance of a task order. Only a Contracting Officer may place an order, either orally or in writing.

3. DELIVERY SCHEDULE

Not Applicable

4. *INVOICES AND PAYMENT.*

(a) Individual invoices shall be submitted for each order, accompanied by the task order and airway bill, copy of authorization letter and diplomatic airway bill (issued by the Embassy) and any other documents related to the shipment. Invoices shall be submitted once a month, in the first week of each month for all services performed in the preceding month at the following address (designated payment office only for the purpose of submitting invoices):

Financial Management Office

376, Jalan Tun Razak,

50400 Kuala Lumpur

A summary sheet listing all invoices (separated by incoming and outgoing shipments) must accompany these invoices.

(b) An acceptable invoice containing expenditures for international air and sea shipments on foreign flag air carriers or vessels shall include the appropriate certificate or waiver for a US carrier. The Government will disallow expenditures for international air on foreign flag air carriers unless the appropriate certificate or waiver is attached to invoices. The certification used in clause 52.247-63, Preference for U.S.-Flag Air Carriers, satisfies the justification requirement.

5. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required are a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.

6. KEY PERSONNEL.

The Contractor shall assign to this contract the following key personnel.

<u>Position/Function</u>	<u>Name</u>
Project Manager	_____

The Project Manager shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

7. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

8. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

Comprehensive General Liability

Bodily injury	RM 100,000_ per occurrence
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Workers' Compensation and Employer's Liability

Workers' Compensation and

Occupational Disease	RM 100,000
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Employer's Liability	RM 2,500 X number of years of services
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9. BONDING OF EMPLOYEES

The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

10. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT CONTINUATION

PACKING AND SHIPPING

1. GENERAL. The contractor shall provide services for the United States Mission, Kuala Lumpur, Malaysia. This consists of freight handling, forwarding, customs clearance, transportation, delivery and other related services that apply to Diplomatic Cargo shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Malaysia.

The contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work required. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below.

2. DEFINITIONS. (removed the following definitions: cargo, cube, estimator, HHE, Inventory, Lift van, packing, packaging, storage pack, tare weight & UOB) Included the following definitions: DPO, Diplomatic Cargo/Pouch)

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"Diplomatic Cargo/Pouch" means shipment which is the property of U.S Government. Shipment identified as Diplomatic Cargo shall not be opened or detained by any authorities except the authorized U.S Official (Vienna Convention article 27.3)

"DPO" means Diplomatic Post Office

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section 2 of this contract/purchase order.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Gross Weight" means the weight of the packed shipping container, including the articles packed therein and all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing the container.

"Net Weight" means the gross weight of a shipment less its tare weight.

"Ordering Officer" means the Contracting Officer of the U.S. post. If a GBL is used, the ordering officer does not have to be a warranted CO.

"Services" means the services performed, workmanship, and material furnished or used in the performance of the services.

3. GENERAL REQUIREMENTS.

Safe and prompt handling and maintaining the security of the diplomatic cargo is a highly specialized function. The measure of performance shall be the prompt and safe handling of the diplomatic cargo. The contractor must appreciate the importance of U.S. Government property and always take the greatest care in handling these shipments.

4. PACKING SPECIFICATIONS AND RESPONSIBILITIES.

Labor employed to perform services under this contract shall be experienced and competent in the performance of such services. Those employees who perform services at the Embassy shall be neat and in uniform identifying them as employees of contractor.

5. INVENTORY SYSTEM.

Not applicable.

6. FREIGHT HANDLING.

The contractor shall act on behalf of the Government on any selected incoming and outgoing Government Diplomatic Cargo/Pouch/DPO that may be assigned to the contractor under this contract, including the effecting of necessary transport of Government cargo within Malaysia (air port and the Embassy). The contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received into the hands of the contractor until it is released into the custody of the Government as evidenced by a signed receipt. The contractor further agrees that in any instance involving loss or damage to the Government cargo, where the contractor fails to exercise reasonable diligence, the contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

The Contractor shall transport all incoming Government Diplomatic Cargo/Pouch/DPO handled under the contract from commercial facilities at airports to the Embassy in Kuala Lumpur including off-loading from the contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the contractor.

The Contractor shall pick up from the Embassy in Kuala Lumpur in time to insure delivery to the airport facilities to meet the next available flight. Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

7. CONTRACTOR RESPONSIBILITIES.

The contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed. The contractor shall assign a personnel to serve as a supervisor who shall liaise with the COR. This designated person must have direct supervision of his/hers function during the time, the contractor is at

the Government property during the time the contractor is in the client's facility when the Diplomatic Cargo/Pouch and or DPO is picked up or delivered.

Work Skills and Experience.

The contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for task accomplishment.

English Language Qualifications. The contractor's supervisor must possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position. The remaining staff must be able to follow simple instructions in English, and must be able to completely understand the instructions of the supervisor.

The contractor's employees shall not at any time:

- (a) Smoke in the client's facility or residence;
- (b) Arrive at the facility or residence under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Use the client's bathroom or towels without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work for the client not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

8. SCHEDULING AND PLANNING SHIPMENT PICKUPS.

INCOMING DIPLOMATIC CARGO/POUCH/DPO

Customs clearance: Upon notification by the airport authority the Contractor shall collect the Commercial Airway Bill and fax a copy to the COR, who will issue a Letter of Authorization (attachment 3) to the contractor to take custody of the shipment on behalf of the Embassy. The Contractor will proceed with airport customs and other formalities and clear the shipment on the same day the shipment arrives.

Delivery to Embassy: Shipments cleared on Monday through Thursday must be delivered to the Embassy on the following day. Shipments cleared on Friday through Sunday must be delivered to the Embassy on the following Mondays. Shipments cleared on Malaysian/American Public Holidays must be delivered on the following workday.

(B) OUTGOING DIPLOMATIC CARGO/POUCH/DPO

Pick up at the Embassy: The Embassy will prepare the Diplomatic Airway Bill (attachment 4) and Letter of Authority (attachment 5) to the Customs Department at the airport authorizing the contractor to handle the customs formalities at airport on behalf of the U.S. Embassy in Kuala Lumpur. Upon notification by the COR, the contractor will pick up the consignment and the above documents from the Embassy.

Preparation of Airway Bill: The contractor will make the necessary booking with the respective airlines and prepare the commercial airway bill and/or other documents based on the Diplomatic airway bill issued by the Embassy, and forward the shipment to the respective airline to put on board the earliest available flight to required destinations.

Notification of completion of services: As soon as the shipment is handed over to the airline, the contractor shall furnish Embassy with the flight information and copies of the commercial Airway Bill.

9. DURATION OF PACKING.

Not applicable

10. WEIGHT

Not applicable

11. RECORD KEEPING REQUIREMENTS.

Contractor shall weigh the Diplomatic Cargo/Pouch/DPO bags in order to calculate the gross weight (in kilos)

12. CONTRACTOR RESPONSIBILITIES FOR U.S.GOVERNMENT FURNISHED MATERIALS.

Not applicable

13. STORAGE AREA REQUIREMENTS.

All temporary storage, if needed shall be inside storage buildings and areas managed and controlled by the respective airlines or airport authorities.

14. REQUIREMENTS FOR STORAGE METHODS.

Not applicable.

15. WAREHOUSE RECEIPT.

Not applicable.

16. NOTIFICATION OF COMPLETION OF SERVICES.

Not applicable.

17. REQUIREMENTS FOR THE DELIVERY AND UNPACKING OF HOUSEHOLD EFFECTS, UNACCOMPANIED AIR BAGGAGE (UAB) AND GENERAL CARGO.

Not applicable.

18. VEHICLES.

Not applicable

19. COMPUTATION OF WEIGHTS.

Gross Weight - see "Definitions," paragraph 2.

Net Weight - See "Definitions," paragraph 2.

Gross Weight is calculated by adding the Net Weight of the contents to the weight of the shipping container and any bracing material used to secure articles in the container. The contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. The scale must be officially certified by mail room personnel as accurate and must continually display documentation in testimony thereof. All official certificates of accuracy must be periodically updated and recertified to ensure there is no lapse of certification.

The COR or an appointed representative may be present at the scale site when any shipment weight is taken to witness the accuracy of the reading. The contractor shall submit to the COR with each invoice a weight certificate, signed by the Government employees for whom services were rendered, and the name of any Government employee who witnessed the weight reading.

When the Net Weight of a shipment has not been determined by actual measurement before shipment occurs, for payment purposes the Net Weight shall be defined as two thirds of the Gross Weight of the shipment. With the invoice for each shipment, the contractor shall submit a written justification describing why the shipment could not be weighed before it was shipped.

20. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) customer complaint is received per month

Monitoring Performance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.